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6 Attorneys for Chapter 7 Trustee,  
ARTURO M. CISNEROS

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION

9 In re

10 SHAMICKA LAWRENCE,  
11 Debtor.

Case No. 6:23-bk-15163-WJ

Chapter 7

STIPULATION REGARDING  
MARKETING OF CO-OWNED REAL  
PROPERTY

[NO HEARING REQUIRED]

14  
15 TO THE HONORABLE WAYNE JOHNSON, UNITED STATES BANKRUPTCY JUDGE, THE  
16 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

17 This stipulation is entered into between Arturo M. Cisneros, in his capacity as the duly  
18 appointed and acting Chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Shamicka  
19 Lawrence (“Debtor”), and Robert Lawrence, solely in his capacity as trustee of The Lawrence  
20 Children’s Trust u/t/a dated May 6, 2014 (“Children’s Trust” and collectively with Trustee, the  
21 “Parties”), regarding the following:

22 **Recitals**

23 A. On November 3, 2023, Debtor filed a voluntary petition under Chapter 7 of Title 11  
24 the United States Code commencing the above-captioned Bankruptcy Case. Arturo M. Cisneros is  
25 the duly appointed and acting Chapter 7 Trustee of the Estate.

26 B. Debtor and the Children’s Trust are 50% title co-owners of real property commonly  
27 known as 11364 Estates Court, Riverside, CA 92503 (“Property”).

28 C. The beneficiaries of the Children’s Trust are Debtor’s adult daughters.

1 D. On January 30, 2024, as Docket No. 39, Trustee filed an application to employ Brian  
2 Thompson of Winterstone Real Estate and Development as the Estate's real estate broker ("Broker  
3 Application").

4 E. On February 14, 2024, as Docket No. 45, Trustee filed a stipulation between the  
5 Parties regarding the Children's Trust's nonconsent to Trustee commencing any marketing efforts  
6 for the Property, and providing terms between the Parties with respect to the Broker Application.

7 F. On March 1, 2024, the Parties conferred via videoconference and the Children's Trust  
8 provided written confirmation that it consented to Trustee beginning to market the Property for sale.

9 G. Trustee has informed the Children's Trust and Debtor that he intends on seeking the  
10 best and highest price for the Property, and to market the Property in a commercially reasonable  
11 manner, and to conduct a sale process for the Property to maximize its value, including that any offer  
12 to purchase the Property shall be expressly subject to overbid, and final approval by the Court.

13 H. On March 22, 2024, the Property was listed for \$1,895,000.

14 I. Previously, on November 9, 2023, the Children's Trust paid the entire amount of the  
15 first installment of property tax due for the Property, in the amount of \$9,581.34. An additional  
16 payment of \$9,581.34 is due on April 10, 2024.

17 The Parties agree and STIPULATE as follows:

18 1. The Children's Trust consents to Trustee making commercially reasonable efforts to  
19 market the Property for sale. The Children's Trust shall not unreasonably restrict, during normal  
20 business hours, access to the Property by the Trustee and Trustee's agents, provided that Trustee  
21 provides the Children's Trust at least 48 hours' written notice.

22 2. The Children's Trust agrees that Trustee shall not be required to file an adversary  
23 proceeding to seek permission to sell the Property, subject to the terms of this Stipulation, and,  
24 solely for the purposes of facilitating an efficient process for maximizing the value of the Property  
25 and avoiding unnecessary adversary litigation, waives the procedural requirement of FRBP 7001(3)  
26 with respect to Trustee's efforts to administer the Property.

27  
28

1           3.       The Children's Trust does not, by execution of this Stipulation, consent to the sale of  
2 the Property. The Children's Trust retains all rights to oppose a motion for sale of the Property by  
3 Trustee, and all other rights under 11 U.S.C. § 363 of a co-owner of the Property.

4           4.       Prior to filing a motion seeking authority to sell the Property, Trustee shall provide  
5 the Children's Trust with a copy of any offer accepted by Trustee, and the Children's Trust, as co-  
6 owner of the Property, retains its rights to accept or reject any such offer on behalf of the Children's  
7 Trust.

8           5.       While reserving all rights as stated in Paragraph 3 above, the Children's Trust agrees  
9 that in the event that the Court approves a sale of the Property, the proceeds of the Property shall be  
10 allocated and paid as follows:

- 11           a.       First, to pay all outstanding and pro-rated real property taxes and documentary  
12               transfer taxes concerning the Property;
- 13           b.       Second, to pay all actual and commercially reasonable costs of sale, including but not  
14               limited to escrow fees, broker's/agent's fees, recording fees, and title insurance fees.  
15               The Parties agree that their respective professional fees, including attorney fees and  
16               accounting fees, and the Trustee's fee/compensation are not a cost of sale;
- 17           c.       Third, the Children's Trust shall be entitled to a credit and reimbursement out of  
18               escrow in the amount of \$4,790.67, representing one-half of the post-petition property  
19               taxes paid by the Children's Trust – and to the extent that the Children's Trust  
20               actually pays the April 2024 property tax payment, the Children's Trust shall be  
21               granted an additional credit and reimbursement equal to one-half of the property tax  
22               payment actually made;
- 23           d.       Fourth, after paying items 5(a)-5(c) from the gross proceeds of the sale, that the  
24               remaining proceeds shall be evenly divided between the Estate and the Children's  
25               Trust, with the Children's Trust to receive, upon close of escrow, immediate payment  
26               of its portion out of escrow without any other deduction, setoff, or holdback except as  
27               expressly stated in this Stipulation or any further order by the Court; and  
28

1 e. Fifth, the Parties shall each be responsible for any respective capital gains or other  
2 taxes, if any, which may arise from their portion of the proceeds from the sale of the  
3 Property. For the avoidance of doubt, the Children's Trust does not consent to the  
4 payment or allocation of any attorneys' fees or Trustee's statutory compensation  
5 being paid as a cost of sale under Paragraph 5(b), nor any such allocation to the  
6 detriment of its one-half portion under Paragraph 5(d), in connection with any sale  
7 and close of escrow. Nothing in this paragraph constitutes an objection by the  
8 Children's Trust to the payment of professional fees out of the Estate's portion of  
9 Property proceeds.

10 6. The Children's Trust agrees that in the event that Trustee files a motion to sell the  
11 Property, it shall vacate the Property no later than the date of the hearing on Trustee's motion to sell  
12 the Property. Additionally, the Children's Trust agrees that it shall not (to the extent of its 50%  
13 ownership of the Property) grant permission to any third parties to occupy the Property, including  
14 specifically the Debtor, the Debtor's brother Donnell Gibbs, and the Debtor's mother Susan Gibbs.  
15 If the Children's Trust is the successful purchaser of the Property, this paragraph shall not apply.

16 7. The Parties agree that the United States Bankruptcy Court for the Central District of  
17 California, Riverside Division shall have exclusive authority to interpret, enforce, and resolve any  
18 disputes arising from this Stipulation.

19 8. This Stipulation may be executed in one or more counterparts and facsimile or  
20 electronic signatures may be used in filing this document with the Court.

21 Dated: April 10, 2024

JEFFER MANGELS BUTLER & MITCHELL LLP

22 By:   
23

THOMAS M. GEHER  
Attorneys for Robert Lawrence, Trustee of the  
LAWRENCE CHILDREN'S TRUST U/T/A  
MAY 6, 2014

24  
25 Dated: April 10, 2024

26  
27 By:   
28

ARTURO M. CISNEROS  
Chapter 7 Trustee

Presented By:

MARSHACK HAYS WOOD LLP

Dated: April 11, 2024

By: /s/ Tinho Mang

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee

ARTURO M. CISNEROS

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **STIPULATION REGARDING MARKETING OF CO-OWNED PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 11, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On **April 11, 2024**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

SHAMICKA LAWRENCE  
11364 ESTATES COURT  
RIVERSIDE, CA 92503-0639

**INTERESTED PARTY**

ALL OCCUPANTS AND/OR TENANTS  
OCCUPYING THE REAL PROPERTY  
LOCATED AT:  
11364 ESTATES COURT  
RIVERSIDE, CA 92503-0639

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 11, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA OVERNIGHT MAIL:**

HONORABLE WAYNE JOHNSON  
UNITED STATES BANKRUPTCY COURT  
3420 Twelfth Street, Suite 384 / Courtroom 304  
Riverside, CA 92501-3819

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 11, 2024  
Date

Chanel Mendoza  
Printed Name

/s/ Chanel Mendoza  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- **TRUSTEE: Arturo Cisneros (TR)** amctrustee@mclaw.org, acisneros@iq7technology.com;ecf.alert+Cisneros@titledxi.com
- **ATTORNEY FOR DEBTOR: Alan W Forsley** alan.forsley@flpllp.com, awf@fkllawfirm.com,awf@fl-lawyers.net,addy@flpllp.com
- **ATTORNEY FOR ROBERT LAWRENCE, TRUSTEE OF THE LAWRENCE CHILDREN'S TRUST UTA MAY 6, 2014: Thomas M Geher** tmg@jmbm.com, bt@jmbm.com;tmg@ecf.courtdrive.com
- **ATTORNEY FOR INTERESTED PARTY MESSAGE ENFY FRANCHISING: Eric D Goldberg** eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
- **ATTORNEY FOR TRUSTEE: D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR DEBTOR: Marc A Lieberman** marc.lieberman@flpllp.com, safa.saleem@flpllp.com,addy@flpllp.com
- **ATTORNEY FOR TRUSTEE: Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com;alinares@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com
- **U.S. TRUSTEE: United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov

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